

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

CIVIL ACTION NO:

FREEDOM MORTGAGE CORPORATION

PLAINTIFF

v.

KASSIDY ELIZABETH CHASE NKA
KASSIDY E. CHAMBERS AND
CHRISTOPHER ERIKSSON

DEFENDANTS



COMPLAINT FOR FORECLOSURE

**PROPERTY ADDRESS: 1 PROUTY DRIVE, VEAZIE, ME 04401
MORTGAGE RECORDED IN BOOK 14208, PAGE 270 AT THE PENOBCOT
COUNTY REGISTRY OF DEEDS**

NOW COMES the Plaintiff, Freedom Mortgage Corporation, by and through its attorneys, Bendett & McHugh, P.C., and complains against the Defendants pursuant to 14 M.R.S. § 6321 et seq., saying further as follows:

JURISDICTION AND VENUE

1. This Court has diversity jurisdiction pursuant 28 U.S.C. § 1332 because the Plaintiff and Defendants are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs. Any Court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations

of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. Venue is properly exercised pursuant to 28 U.S.C. §1331(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

PARTIES

3. Freedom Mortgage Corporation, ("Plaintiff") is a corporation, incorporated in the State of Ohio, and having a principal place of business at 10500 Kincaid Drive, Fishers, IN 46037.
4. Defendant Cassidy Elizabeth Chase n/k/a Cassidy E. Chambers is, upon information and belief, a resident of Tacoma, County of Pierce, State of Washington.
5. Defendant Christopher Eriksson is, upon information and belief, a resident of Veazie, County of Penobscot, State of Maine.

FACTS

6. Defendants Cassidy Elizabeth Chase n/k/a Cassidy E. Chambers and Christopher Eriksson are the owners of certain real property located at 1 Prouty Drive, Veazie, Maine (the "Premises") by virtue of a deed from Deborah H. Dall, dated July 8, 2016, and recorded in the Penobscot County Registry of Deeds on July 11, 2016 in Book 14208 at Page 269 and being more particularly described by the attached legal description. *See* Exhibit A.
7. On July 8, 2016, the Defendants, Cassidy Elizabeth Chase n/k/a Cassidy E. Chambers and Christopher Eriksson, executed and delivered to Bangor Saving Bank, a certain

promissory note in the original principal amount of \$126,992.00 (the “Note”). *See Exhibit B.*

8. The Plaintiff is entitled to enforce the Note as it was endorsed to Plaintiff and subsequently endorsed in blank.
9. Plaintiff certifies that the owner of the Note is Freedom Mortgage Corporation.
10. To secure said Note in the amount of \$126,992.00, the Defendants executed and delivered a Mortgage in favor of Bangor Savings Bank, dated July 8, 2016 and recorded in the Penobscot County Registry of Deeds in Book 14208 at Page 270 securing the property located at 1 Prouty Drive, Veazie, ME, 04401 (the “Mortgage”). *See Exhibit C.*
11. Said Mortgage was assigned from Bangor Savings Bank to Plaintiff by an Assignment of Mortgage, dated July 20, 2016 and recorded on September 13, 2016 in Book 14274 at Page 206 in the Penobscot County Registry of Deeds. Said Mortgage was thereafter assigned from Plaintiff to Government National Mortgage Association by an Assignment of Mortgage, dated March 14, 2019 and recorded on March 14, 2019 in Book 15090 at Page 214 in the Penobscot County Registry of Deeds. Said Mortgage was subsequently assigned from Government National Mortgage Association back to Plaintiff by an Assignment of Mortgage, dated February 3, 2020 and recorded on February 25, 2020 in Book 15449 at Page 157 in the Penobscot County Registry of Deeds. *See Exhibit D.*
12. Plaintiff, directly or through its agent, is in possession of the original Note, the Mortgage, and any Assignments.
13. Plaintiff is the party entitled to collect the debt evidenced by said Note, is the party entitled to enforce the Mortgage, and has the right to foreclose the Mortgage.

14. Defendants are presently in default of the Note, having failed to make the monthly payment due September 1, 2018, and having failed to make all payments due thereafter. As a result thereof, Defendants have breached a condition of the Mortgage.
15. In compliance with the Note and Mortgage and/or 14 M.R.S.A. § 6111, on or about March 11, 2020, Plaintiff sent a Notice of Default to the mortgagor and any co-signor against whom the mortgagee is enforcing the obligation secured by the mortgage, by certified mail, return receipt requested and by regular mail, postage prepaid (herein after referred to as the “Demand Letter”). *See Exhibit E.*
16. The Defendants have failed to cure the default prior to the expiration of the Demand Letter. In accordance with the Note and the Mortgage, the Plaintiff has declared the entire principal amount outstanding, accrued interest thereon, and all other sums due under the Note and Mortgage to be presently due and payable.
17. The total unpaid principal balance owed under the Note and Mortgage as of June 18, 2021 is \$122,031.08. plus interest, late charges, expenses and reasonable attorneys’ fees and costs.
18. Plaintiff anticipates that additional disbursements will be made for attorneys’ fees and other services rendered during the foreclosure and sale.
19. Upon information and belief, the Defendant Christopher Eriksson is presently in possession of the subject property originally secured by the Mortgage.

COUNT I – FORECLOSURE

20. The Plaintiff, Freedom Mortgage Corporation, repeats and re-alleges paragraphs 1 through 19 as if fully set forth herein.

21. This is an action for foreclosure and title to real estate located at 1 Prouty Drive, Veazie, ME, 04401, County of Penobscot, and State of Maine. *See Exhibit A.*
22. The Plaintiff, Freedom Mortgage Corporation, is the holder of the Note pursuant to endorsement by the previous holder and physical possession of the Note. As such, Plaintiff has the right to foreclosure upon the subject property.
23. Freedom Mortgage Corporation is the current owner and investor of the Mortgage and Note.
24. Defendants are presently in default on said Mortgage and Note, having failed to make the monthly payments due September 1, 2018 and all payments thereafter. As a result, Defendants have breached the condition of the Mortgage and Note.
25. The total unpaid principal balance owed under the Note and Mortgage as of June 18, 2021 is \$122,031.08. plus interest, late charges, expenses and reasonable attorneys' fees and costs.
26. The record established through the Penobscot County Registry of Deeds indicates that there are no public utility easements recorded subsequent to the Mortgage and prior to the commencement of these proceedings affecting the mortgaged premises at issue herein.
27. By virtue of the Defendants' breach of condition, the Plaintiff, Freedom Mortgage Corporation, hereby demands a foreclosure on said real estate.
28. Notice in conformity with 14 M.R.S.A. §6111 was sent to the Defendants, Cassidy Elizabeth Chase nka Cassidy E. Chambers and Christopher Eriksson, on March 11, 2020. *See Exhibit E.*
29. Defendants are not in the Military as evidenced by the attached Exhibit G.

COUNT 11 – UNJUST ENRICHMENT

30. Plaintiff, Freedom Mortgage Corporation repeats and re-alleges paragraphs 1 through 29 as if fully set forth herein.
31. Bangor Savings Bank, predecessor-in-interest to Freedom Mortgage Corporation, loaned the Defendants \$126,992.00. See Exhibit B.
32. Defendants have failed to repay the loan obligation pursuant to the terms of the Note and Mortgage.
33. As a result, the Defendants have been unjustly enriched to the detriment of the Plaintiff, Freedom Mortgage Corporation, as successor-in-interest to Bangor Savings Bank, by having received the benefits described above without repayment pursuant to the terms of the Note and Mortgage.
34. As such, the Plaintiff, Freedom Mortgage Corporation, is entitled to relief.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff, Freedom Mortgage Corporation, prays this Honorable Court:
Find that the Defendants entered into a contract for a sum certain in exchange for a security interest in the subject property.

- a. Determine that there has been a breach of condition of the Mortgage;
- b. Find that Plaintiff, Freedom Mortgage Corporation, is entitled to enforce the terms and conditions of the Note and Mortgage;
- c. Determine the amounts due under the Note and secured by the Mortgage, including principal, interest, reasonable attorney's fees, court costs and other expenses;

- d. Find that the Defendants are liable for any deficiency balance remaining due to Plaintiff after the sale of the mortgaged real estate and application of the proceeds of sale (this prayer is void for any Defendant that did not execute the Note or Guaranty and for any Defendant who has been granted discharge in bankruptcy);
- e. Issue a Judgment of Foreclosure and Sale in conformity with Title 14, M.R.S. § 6322;
- f. Order exclusive possession of the real estate to Plaintiff upon the expiration of the statutory ninety (90) day period of redemption and direct the clerk to issue a Writ of Possession at the request of Plaintiff;
- g. Find that by virtue of the Note and Mortgage, the Defendants have been unjustly enriched at the Plaintiff's expense; and,

h. Order such other and further relief as this Honorable Court deems just and proper.

Respectfully submitted,

Freedom Mortgage Corporation

By its Attorneys,
BENDETT & MCHUGH, P.C.

Dated: October 28, 2021

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